

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT NO. 16
	TO LEASE NO. GS-11P-LVA02017
ADDRESS OF PREMISES 1901 S. Bell Street Arlington, VA 22202-4804	PDN Number:

THIS AMENDMENT is made and entered into between **CESC Mall L.L.C.**  
whose address is c/o JBGS/OP Management Services, L.L.C  
4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended upon execution by the Government as follows:

The Lease shall be extended for five (5) years commencing on April 15, 2019 and expiring on April 14, 2024, as provided below.

1. Extension Term: This Lease Amendment (LA #16) is issued to extend the above referenced Lease for five (5) years effective April 15, 2019 through April 14, 2024.
2. Office Premises: The Leased Premises consists of 77,454 rsf, BOMA rentable square feet (RSF) / 65,277 ANSI BOMA Office Area Square Feet (ABOA SF) of office space consisting of the entire Sixth (6th) Floor measuring 25,818 BRSF / 21,759 BOASF, the entire Seventh (7th) Floor measuring 25,818 BRSF / 21,759 BOASF and the entire Eighth (8th) Floor measuring 25,818 BRSF / 21,759 BOASF.
3. Parking: The Government shall continue to lease two (2) reserved parking spaces.
4. Annual Rent: Effective April 15, 2019 through April 14, 2024 the Government's annual rent shall be \$3,261,948.00, consisting of (b) (4) plus \$8,880.00 for 2 reserved parking permits. Rent shall be payable at the rate of (b) (4) per month in arrears. The annual rent shall be subject to operating cost adjustments as further detailed below. The cost for parking shall remain unchanged throughout the extended term of the Lease.

This Lease Amendment contains 2 pages.

All other terms and conditions of the Lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

CESC MALL L.L.C. (b) (6)

Signature:

Name:

Title:

Date:

David B. Ritchey  
Authorized Signatory  
April 8, 2019

FOR THE GOVERNMENT:

Signature:

Name:

Title:

Date:

Sylvia H. Nicolás  
Lease Contracting Officer  
GSA, Public Buildings Service

APR 19, 2019

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

James F. Savage  
Senior Leasing Officer  
April 8, 2019

5. Operating Expenses: During the extension term, for the purpose of CPI adjustments required in Section 3.7 of SFO Number 08-005, the next operating cost adjustment shall be effective April 15, 2019 utilizing the current base CPI Index for March 2018 and the current adjusted base operating cost amount of (b) (4) which is included in the annual rent in effect prior to April 15, 2019. This base amount for the operating costs is inclusive of the cost for the Lessor to provide daytime cleaning services for the entire premises. Per this LA, operating cost adjustments shall continue to be processed without interruption.
6. Real Estate Taxes: During the extension term, and for the purpose of real estate tax adjustments required in Sections 3.5, 3.6 and 3.23 of SFO No. 08-005, the Government's percentage of occupancy of 27.95% and the base year for real estate taxes as established during the initial lease term shall remain unchanged. Per this LA, real estate tax adjustments shall continue to be processed without interruption.
7. Tenant Improvement Allowance (TIA) & Building Security Amortized Capital (BSAC): The annual rent does not include any TIA or BSAC.
8. Commission: The Lessor shall not be responsible for a commission payable to any broker representing the Government.
9. Acceptance of Existing Conditions: The Government agrees to accept the Leased Premises and the Building Shell "as existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. The acceptance of the Leased Premises "as existing" does not relieve the Lessor of the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the Lease. The Government shall be solely responsible for all costs including but not limited to costs for Building Shell modifications in connection with renovations or reconfiguration to the Government's Leased Premises.
10. Repainting and Re-Carpeting: The Lessor shall not be responsible for repainting or repairing or replacing carpet within the Government's Leased Premises.
11. Termination Rights: Either the Lessor or the Government may terminate the Lease in whole, and not in part, effective at any time on or after September 2, 2023, by providing the other party with at least 270 days prior written notice.
12. Removal of Government Furniture, Fixtures and Equipment: As a condition of vacating the Leased Premises upon the earlier of i.) the expiration of the extended lease term or ii.) the effective date pursuant to either party's termination of the Lease, the Government shall be responsible for the cost and expense of removing all Government furniture, fixtures and equipment. The Government shall not be responsible for the cost to restore the Leased Premises and shall not be responsible for the cost to remove information technology (IT) cabling.
13. Conflicts: In the event of a conflict between this LA #16 and the balance of the lease, this LA #16 shall govern.

All other terms and conditions from the base lease remain unchanged.

INITIALS: DBR & SHN  
LESSOR GOVT